

1 BILL NO. S-77-06-43.

2 SPECIAL ORDINANCE NO. S- 132-77

3 AN ORDINANCE approving a contract with
4 Kenneth Niemeyer, Real Estate & Develop-
5 ment, Inc. for construction of a
6 sanitary sewer.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract dated May 19, 1977,
10 between the City of Fort Wayne, by and through its Mayor and
11 the Board of Public Works and Kenneth Niemeyer, Real Estate &
12 Development, Inc. for:

13 MAIN NO. 1:

14 Beginning at an existing sanitary sewer manhole located within
15 Trier Ridge Park, Section I amended. Said manhole more particu-
16 larly described as located near the southeast corner of the
17 intersection of Montagne Drive and Gathings Drive; thence south-
18 erly 330+ LF along the east right-of-way to Gathing Drive to a
19 proposed manhole located 25+ LF east of and 25+ LF south of the
20 intersection of Gathing Drive and Geddes Court; thence 220+ LF
21 due west; thence 1001 LF southwesterly all along the south right-
22 of-way line of said Geddes Court to a proposed manhole located
23 25+ LF southeast of and 25+ LF southwest of the centerline inter-
24 section of Dorsett Drive and Jasper Lane; thence northwesterly
25 185+ LF to a proposed manhole; thence due west 300+ LF all along
26 the south right-of-way line of Jasper Lane to a proposed manhole
27 located 25+ LF south of and 25+ LF east of the centerline inter-
28 section of Jasper Lane and Newlin Drive; thence due north 120+
29 LF terminating at the proposed cleanout located 80+ LF north of
30 and 25+ LF east of said intersection of Jasper Lane and Newlin
31 Drive.

32 LATERAL #1:

33 Beginning at a proposed manhole located 25+ LF south of and 25+
34 LF east of said intersection of Jasper Lane and Newlin Drive;
35 thence due south 125+ LF terminating at a proposed cleanout loc-
ated 150+ LF south of and 25+ LF east of said intersection of Jasper
Lane and Newlin Drive.

LATERAL #2:

Beginning at a proposed sanitary sewer manhole located 25+ LF south-
easterly of and 25+ LF southwesterly of the centerline intersection
of Dorsett Drive and Jasper Lane; thence southwesterly 200+ LF
terminating at a proposed manhole located 10+ LF south of the north
property line of Lot #190 of Trier Ridge Park, Phase II, Section II.

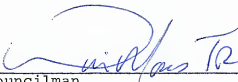
LATERAL #3:

Beginning at a proposed sanitary sewer manhole located 25+ LF east of
and 25+ LF south of the centerline intersection of Gathings Drive
and Geddes Court; thence due south 210+ LF terminating at a proposed
manhole located 10+ LF south of the north property line of lot #194
of Trier Ridge Park, Phase II, Section II.

36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

1
2
3 of which the developer shall pay the entire cose and expense of
4 the construction of said sewer, all as more particularly set
5 forth in said contract which is on file in the Office of the
6 Board of Public Works and is by reference incorporated herein,
7 made a part hereof and is hereby in all things ratified, confirmed
8 and approved.

9
10 SECTION 2. This Ordinance shall be in full force and
11 effect from and after its passage and approval by the Mayor.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35


Councilman

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>X</u>	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. S-132-77 on the 12th day of July, 1977.
ATTEST: (SEAL)

Charles W. Winters
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Winters
CITY CLERK

Approved and signed by me this 13th day of July, 1977, at the hour of 2:30 o'clock P. M., E.S.T.

Robert Elmsstrong
MAYOR

Bill No. S-77-06-43

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Kenneth Niemeyer, Real Estate & Development, Inc.
for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

7-12-77 CONCURRED IN
DATE 7-12-77 CHARLES W. WESTERMAN, CITY CLERK

64-226-8 T.L.
5/19/77
B.O. 70-77

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT made in triplicate this 19 day of May, 1977, by and between KENNETH NIEMEYER, REAL ESTATE & DEVELOPMENT, INC. hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

MAIN NO. 1:

Beginning at an existing sanitary sewer manhole located within Trier Ridge Park, Section I amended. Said manhole more particularly described as located near the southeast corner of the intersection of Montagne Drive and Gathings Drive; thence southerly 330± LF along the east right-of-way to Gathing Drive to a proposed manhole located 25± LF east of and 25± LF south of the intersection of Gathing Drive and Geddes Court; thence 220± LF due west; thence 1001 LF southwesterly all along the south right-of-way line of said Geddes Court to a proposed manhole located 25± LF southeast of and 25± LF southwest of the centerline intersection of Dorsett Drive and Jasper Lane; thence northwesterly 185± LF to a proposed manhole; thence due west 300± LF all along the south right-of-way line of Jasper Lane to a proposed manhole located 25± LF south of and 25± LF east of the centerline intersection of Jasper Lane and Newlin Drive; thence due north 120± LF terminating at the proposed cleanout located 80± LF north of and 25± LF east of said intersection of Jasper Lane and Newlin Drive.

LATERAL #1:

Beginning at a proposed manhole located 25± LF south of and 25± LF east of said intersection of Jasper Lane and Newlin Drive; thence due south 125± LF terminating at a proposed cleanout located 150± LF south of and 25± LF east of said intersection of Jasper Lane and Newlin Drive.

LATERAL #2:

Beginning at a proposed sanitary sewer manhole located 25± LF southeasterly of and 25± LF southwesterly of the centerline intersection of Dorsett Drive and Jasper Lane; thence southwesterly 200 ± LF terminating at a proposed manhole located 10± LF south of the north property line of Lot #190 of Trier Ridge Park, Phase II, Section II.

LATERAL #3:

Beginning at a proposed sanitary sewer manhole located 25± LF east of and 25± LF south of the centerline intersection of Gathings Drive and Geddes Court; thence due south 210± LF terminating at a proposed manhole located 10± LF south of the north property line of Lot #194 of Trier Ridge Park, Phase II, Section II.

All sewers consist of 1820± LF of 8-inch sewer pipe in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief W.P.C. Engineer of the City Utilities of the City, and known as Trier Ridge Park, Phase II, Section I & II, which plans, specifications

and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$20,000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER:

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION:

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER:

Said sewer, when accepted by the City will serve the following described real estate, to be platted as Trier Ridge Park, Phase II, Section I & II.

A part of the Northwest quarter of Section 32, Township 30 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northwest quarter of Section 32, Township 30 North, Range 13 East; thence South 01 degrees 03 minutes 00 seconds West along the West line of the Northwest quarter of Section 32, Township 30 North, Range 13 East, a distance of 1328.0 feet to the Southwest corner of Section III of Trier Ridge Park, a subdivision in the aforesaid Section, Township, and Range; thence North 89 degrees 56 minutes, 00 seconds East along the Southern most boundary line of Section III of Trier Ridge Park a distance of 503.5 feet to the point of beginning; thence South 00 degrees 00 minutes 11 seconds West a distance of 225 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 197.27 feet; thence South 00 degrees 04 minutes 00 seconds East a distance of 85.0 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 280.0 feet; thence South 62 degrees 04 minutes 00 seconds East a distance of 85.90 feet; thence North 27 degrees 56 minutes 00 seconds East a distance of 89.12 feet; thence South 62 degrees 04 minutes 00 seconds East a distance of 180.0 feet; thence North 27 degrees 56 minutes 00 seconds East a distance of 51.66 feet; thence North 89 degrees

56 minutes 00 seconds East a distance of 113.85 feet; thence North 00 degrees 04 minutes 00 seconds West a distance of 130.0 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 50.0 feet; thence North 00 degrees 04 minutes 00 seconds West a distance of 180.0 feet to the Southwest corner of Lot 27 in Trier Ridge Park Subdivision, Section I; thence South 89 degrees 56 minutes 00 seconds West along the Southerly most boundary of Section I, Section II, and Section III of Trier Ridge Park Subdivision a distance of 935.0 feet to the point of beginning containing 6.19 acres more or less.

A part of the Northwest quarter of Section 32, Township 30 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Northwest quarter of Section 32, Township 30 North, Range 13 East; thence South 01 degrees 03 minutes 00 seconds West along the West line of the Northwest quarter of Section 32, Township 30 North, Range 13 East, a distance of 1328.0 feet to the Southwest corner of Section III of Trier Ridge Park, a subdivision in the aforesaid Section, Township, and Range; thence North 89 degrees 56 minutes 00 seconds East along the Southern most boundary line of Section III of Trier Ridge Park a distance of 503.5 feet to a point on the Northwest corner of Trier Ridge Park, Phase II, Section I a subdivision in the aforesaid Section, Township, and Range; thence South 00 degrees 00 minutes 11 seconds West along the Western most boundary of Section I of Trier Ridge Park, Phase II, a distance of 225.0 feet to the point of beginning; thence along the Southerly, Westerly, and Easterly boundary of Section I of Trier Ridge Park, Phase II, by the following described courses: North 89 degrees 56 minutes 00 seconds East a distance of 190.27 feet; thence South 00 degrees 04 minutes 00 seconds East a distance of 85.0 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 280.0 feet; thence South 62 degrees 04 minutes 00 seconds East a distance of 85.90 feet; thence North 27 degrees 56 minutes 00 seconds East a distance of 89.72 feet; thence South 62 degrees 04 minutes 00 seconds East a distance of 180.0 feet; thence North 27 degrees 56 minutes 00 seconds East a distance of 51.66 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 113.85 feet; thence North 00 degrees 04 minutes 00 seconds West a distance of 130.0 feet; thence North 89 degrees 56 minutes 00 seconds East a distance of 50.0 feet; thence North 00 degrees 04 minutes 00 seconds West a distance of 180.0 feet to the Southwest corner of Lot 27 in Trier Ridge Park Subdivision, Section I; thence leaving the boundary of Section I of Trier Ridge Park, Phase II and proceeding along the Southern most boundary of Section I of Trier Ridge Park North 89 degrees 56 minutes 00 seconds East a distance of 240.0 feet; thence South 00 degrees 04 minutes 00 seconds East a distance of 510.54 feet; thence South 89 degrees 56 minutes 00 seconds West a distance of 136.73 feet; thence North 62 degrees 04 minutes 00 seconds West a distance of 330.0 feet; thence South 27 degrees 56 minutes 00 seconds West a distance of 240.0 feet; thence North 62 degrees 04 minutes 00 seconds West a distance of 336.91 feet; thence North 07 degrees 31 minutes 41 seconds East a distance of 24.57 feet; thence South 89 degrees 56 minutes 00 seconds West a distance of 340.46 feet; thence North 00 degrees 00 minutes 11 seconds East a distance of 160.0 feet to the point of beginning containing 5.81 acres more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA:

An area connection charge of \$500.00 per acre and tap-in fee in the amount of \$177.00 per lot must be paid to City before any construction commences. These charges are in addition to the local charge to install the 8" sanitary sewer. These charges satisfy a tap-in fee due the Paulding Road Lift Station and the projected area connection expense to install the Trier Ditch Interceptor, to serve Trier Ridge Phase II, Section I & II.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE:

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION:

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which

provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE:

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Ann., 1968 Supple., and I. C. 19-2-7-16, 17 & 18 Sections 48-3963, 3964, and 3965),/the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL:

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

REAL ESTATE & DEVELOPMENT, INC.

By: Kenneth Niemeyer
Kenneth Niemeyer, President
"DEVELOPER"

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert E. Armstrong, Mayor
"CITY"

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:

William T. Salin
Associate City Attorney

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 5th day of May, 1977.

Helen I. Woodring
Helen I. Woodring, Notary Public

My Commission Expires:

2-26-80

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar, and Max G. Scott, Members of the Board of Public Works; Ursula Miller, Clerk of the Board of Public Works; and Larry J. Burke, Associate City Attorney, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19 day of May, 1977.

Anne G. Ford
Notary Public

My Commission Expires:

3/6/80

KEN NIEMEYER
10201 Wayne Trace
Ft. Wayne, Indiana

April 18, 1977

Mr. Philip R. Boller, P.E.
Chief Water Pollution Control Engineer
7th Floor, City County Bldg.

One Main Street
Fort Wayne, Indiana

SUBJECT: Trier Ridge Park Phase II Section I & II, Sanitary Sewers

Dear Phil:

Due to the fact that I own all of the property within Trier Ridge Park, Phase II Sections I and II and will have the sanitary sewer constructed and accepted by the City Board of Works prior to any 6" house tap connections; I respectfully request the Board of Works to waive the normally required Project Performance Construction Bond. A one year maintenance bond in the amount of 25% of construction cost (\$5,000) will be provided at the time the project completion affidavit is submitted.

If you have any questions please do not hesitate to contact me.

Sincerely,



Ken Niemeyer

DESCRIPTION OF SANITARY SEWERS FOR

TRIER RIDGE PARK PHASE II

SECTION I & II

MAIN NO. 1:

Beginning at an existing sanitary sewer manhole located within Trier Ridge Park, Section I amended. Said manhole more particularly described as located near the southeast corner of the intersection of Montagne Drive and Gathings Drive; thence southerly 330± LF along the east right-of-way to Gathing Drive to a proposed manhole located 25± LF east of and 25± LF south of the intersection of Gathing Drive and Geddes Court; thence 220± LF due west; thence 1001 LF southwesterly all along the south right-of-way line of said Geddes Court to a proposed manhole located 25± LF southeast of and 25± LF southwest of the centerline intersection of Dorsett Drive and Jasper Lane; thence northwesterly 185± LF to a proposed manhole; thence due west 300± LF all along the south right-of-way line of Jasper Lane to a proposed manhole located 25± LF south of and 25± LF east of the centerline intersection of Jasper Lane and Newlin Drive; thence due north 120± LF terminating at the proposed cleanout located 80± LF north of and 25± LF east of said intersection of Jasper Lane and Newlin Drive.

LATERAL #1:

Beginning at a proposed manhole located 25± LF south of and 25± LF east of said intersection of Jasper Lane and Newlin Drive; thence due south 125± LF terminating at a proposed cleanout located 150± LF south of and 25± LF east of said intersection of Jasper Lane and Newlin Drive.

LATERAL #2:

Beginning at a proposed sanitary sewer manhole located 25± LF southeasterly of and 25± LF southwesterly of the centerline intersection of Dorsett Drive and Jasper Lane; thence southwesterly 200 ± LF terminating at a proposed manhole located 10± LF south of the north property line of Lot #190 of Trier Ridge Park, Phase II, Section II.

LATERAL #3:

Beginning at a proposed sanitary sewer manhole located 25± LF east of and 25± LF south of the centerline intersection of Gathings Drive and Geddes Court; thence due south 210± LF terminating at a proposed manhole located 10± LF south of the north property line of Lot #194 of Trier Ridge Park, Phase II, Section II.

Red

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION WITH KENNETH NIEMEYER - TRIER RIDGE PARK SECTION I AMENDED
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-06-43

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION, TRIER RIDGE PARK, SECTION I AMENDED, MONTAGNE DRIVE, GATHINGS DRIVE, GEDDES COURT, DORSETT DR. AND JASPER LANE, AND ALSO NEWLIN DRIVE, WITH KENNETH NIEMEYER, REAL ESTATE & DEVELOPMENT, INC.

(SEE ATTACHED AGREEMENT FOR SEWER EXTENSION)

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER, TRIER RIDGE PARK, SEC. I AMENDED

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SANITARY SEWER EXTENSION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO ASSUME ENTIRE COST

ASSIGNED TO COMMITTEE _____

EP

Public Works